



Order Filed on January 3, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Operations LLC

PRO CONSTRUCTION TRADES, INC.,
d/b/a Premier Facility Services,

Debtor.

Case No. 16-30001-JKS


Chapter 7

Honorable John K. Sherwood

**CONSENT ORDER MODIFYING PROOF OF CLAIM NO. 13 FILED BY
WYNDHAM WORLDWIDE OPERATIONS LLC AND FOR OTHER RELIEF**

The relief set forth on the following pages, numbered two (2) through five (5) is hereby
ORDERED.

DATED: January 3, 2024



Honorable John K. Sherwood
United States Bankruptcy Court

Debtor: PRO CONSTRUCTION TRADES, INC., d/b/a Premier Facility Services
Case No: 16-30001-JKS
Caption of Order: CONSENT ORDER MODIFYING PROOF OF CLAIM NO. 13
FILED BY WYNDHAM WORLDWIDE OPERATIONS LLC

It appearing that Pro Construction Trades, Inc., d/b/a Premier Facility Services, (the “Debtor”) filed a voluntary petition under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on October 19, 2016 (the “Petition Date”), and it further appearing that on or about January 23, 2017, Wyndham Worldwide Operations, LLC (“WWO”) timely filed a proof of claim in the within matter in the amount of not less than \$581,588.35 which claim was designated by the Clerk as Claim No. 13, (the “WWO POC”), and the WWO POC being based on myriad defaults and breaches of the Debtor under that certain Management Agreement between the Debtor and WWO dated January 1, 2011 as amended on December 20, 2012, December 21, 2015, and August 30, 2016 (the “Management Agreement”) pursuant to which the Debtor provided management and maintenance services at buildings leased by WWO and/or its affiliate(s) at 7 Sylvan Way and 22 Sylvan Way, Parsippany, New Jersey (the “Facilities”), and said breaches and defaults consisting of, *inter alia*, accepting payment(s) from WWO on account of goods and services provided by vendors at or with respect to the Facilities but failing to remit the appropriate payment(s) to the applicable vendors as required under the Management Agreement in an aggregate amount of \$581,588.35 (the “Improperly Retained Payments”); and one or more vendor(s) having thereafter demanded payment for unpaid invoices directly from WWO despite the fact that WWO had already paid those invoices to the Debtor for the benefit of those vendors, and WWO Operations being forced to make duplicate payments to those vendors on account of the vendor invoices that the Debtor wrongfully failed to pay; and WWO specifically making duplicate vendor payments to (a) Mechanical Services Corp. and (b) AL Services (the “Vendor Claimants”) in an aggregate amount of \$99,000 (the “Aggregate Duplicate Payments”), and in all cases, as part of the resolutions of those demands for duplicate payments, the Vendor Claimants assigned, and WWO acquired, all right title and interest in the

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claim(s) those vendors might possess against the Debtor for unpaid invoices including any proofs of claim filed by those entities in this bankruptcy case, specifically, a) \$28,181.92 (Mechanical Services – Claim No. 18); and b) \$158,110.69 (A-L Services, – Claim No. 21) (\$186,292.61 in total; collectively, the “Transferred Vendor Claims”); and WWO having duly filed Notices of Transfer as to the proofs of claim filed by the Vendor Claimants and effectuating the transfer of said claims filed by Mechanical Services, Corp. and A-L Services to WWO (the “Claim Transfer Notices”, and this matter having been converted to a proceeding under Chapter 7 of the Code on or about May 1, 2017, and Eric Perkins, having been duly appointed as Chapter 7 Trustee for the Debtor (the “Trustee”) on or about May 4, 2017, and the Trustee having examined the WWO POC in terms of the quantification thereof and the potential adjustment for post-petition developments; and the Trustee and WWO agreeing that the WWO POC should be modified to assert the amount of the Aggregate Duplicate Payments, and the Trustee having no objection to the Claim Transfer Notices and having agreed to recognize same as duly allowed and timely filed claims in the within matter, and counsel for the Trustee and counsel for WWO having consented to the entry of this order; and for good cause shown; it is hereby

ORDERED that Claim No. 13 be modified to assert a claim in the amount of \$494,295.74 consisting of the Improperly Retained Payments adjusted to add the amount of the Aggregate Duplicate Payment and to deduct the amount of the Transferred Vendor Claims (\$581,588.35 plus \$99,000 less \$186,292.61 = \$494,295.74), and that said claim shall be and hereby is duly allowed as modified as a general unsecured claim herein and the Trustee waives any objection(s) thereto; and

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FURTHER ORDERED that the Transferred Vendor Claim shall be and are all likewise duly allowed as general unsecured claims on behalf of WWO herein and the Trustee waives any objection(s) thereto, and the consensual modification of the WWO POC set forth herein is subject to and conditioned upon the validity and effectiveness of the Claim Transfer Notices and WWO's succession to all right title and interest relative to the Transferred Vendor Claims.

ORDERED that the Bankruptcy Court has exclusive jurisdiction to adjudicate disputes relating to this Consent Order.

We hereby consent to the form and entry of the within Order:

ERIC R. PERKINS
Chapter 7 Trustee

K&L GATES, LLP
Attorneys for Wyndham Worldwide
Operations LLC

By: /s/Eric Perkins
ERIC PERKINS, ESQ.

By: /s/ David S. Catuogno
DAVID S. CATUOGNO, ESQ

Dated: January 2, 2024

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